

MEMBERS, OCONEE COUNTY COUNCIL

Ms. M. Fran Burrell, District I Mr. J. Harold Thomas, District II
Mr. Harry R. Hamilton, District III Mrs. Ann H. Hughes, District IV
Mr. Charles R. "Chuck" Timms, District IV

MINUTES, OCONEE COUNTY COUNCIL MEETING

The regular meeting of the Oconee County Council was held Tuesday, September 2, 1997 at 7:00 pm in Council Chambers with all Council Members and the County Attorney present.

Members of The press notified (by mail):
Journal Tribune, Keowee Courier, Westminster News, Anderson Independent, Greenville News, WGOG Radio, WSNW Radio, WCCP Radio, WPEK Radio, The Times Upstate, Northland Cablevision, WYFF TV, WSPA TV & WLOS TV.

Press

Members of the press present: Dick Mangrum - WGOG Radio, Allison Glass - Anderson Independent, Terry Cregar - Greenville News, Ashton Hester - Keowee Courier & Maureen Sullivan - WYFF TV.

The meeting was called to order by Supervisor -Chairman Orr who welcomed the guests and media.

Call to Order

The invocation was given by Mr. Thomas.

Invocation

Mr. Hamilton made a motion, seconded by Mr. Timms, approved 5 - 0 that the minutes of the August 19, 1997 meeting be adopted as printed.

Minutes

Upon recommendation of Mr. Robert Gaillard, Economic Developer, Mr. Thomas made a motion, seconded by Ms. Burrell, approved 5 - 0 that Ordinance 97-10, "AN ORDINANCE AUTHORIZING PURSUANT TO CHAPTER 44 OF TITLE 12, SOUTH CAROLINA CODE OF LAWS, 1976 AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND WESTPOINT STEVENS, INC., AND MATTERS RELATING THERETO" be adopted on second reading.

Ord. 97-10

Mr. Thomas made a motion, seconded by Mrs. Hughes, approved 4 - 1 (Mr. Hamilton voting against) that Oconee County secure a title search on Pine Street Elementary School and purchase it from the School District at a cost of \$285,000 with funds coming from line item 010 024 00150 00850.

Pine St. School

Upon request of Ms. Ansley Fraser, ATAX Committee, Mr. Hamilton made a motion, seconded by Ms. Burrell, approved 5 - 0 that the attached ATAX Grant in the amount of \$2,305 to the Walhalla Auditorium Restoration Committee be adopted.

ATAX Grants

Upon request of Mr. Andy Davis, ATAX Committee, Mr. Hamilton made a motion, seconded by Mrs. Hughes, approved 5 - 0 that the attached ATAX Grant in the amount of \$900 to Post #124. American Legion be adopted.

Upon recommendation of Mr. Tommy Abbott, Chairman, Planning Commission, Mr. Thomas made a motion, seconded by Ms. Burrell, approved 5 - 0 that Ordinance 97-2, "OCONEE COUNTY LAND USE PLAN" with changes as delineated by Mr. Abbott on pages 28, 38, 40, 46, 50 & 51 and including the attached revised listing of industries be adopted on second reading.

Ord. 97-2

Mr. Hamilton made a motion, seconded by Mrs. Hughes, approved 5 - 0 that Ordinance 97-8, "AN ORDINANCE TO PROVIDE FOR ASSISTANCE BY OCONEE COUNTY IN PROVIDING OFFICE SPACE FOR THE APPALACHIAN COUNCIL OF GOVERNMENTS THROUGH THE JOINT ACTION WITH THE OTHER MEMBER COUNTIES OF THE COG TO MAKE FUNDS AVAILABLE TO THE COG TO PAY PART OF THE COSTS OF A BUILDING TO BE CONSTRUCTED ON CERTAIN REAL PROPERTY, AND THE TAKING OF ANY OTHER ACTION NECESSARY OR APPROPRIATE IN CONNECTION THEREWITH" be adopted on first reading in title only.

Ord. 97-8

Mr. Timms made a motion, seconded by Mr. Hamilton, approved 5 - 0 that Resolution 97-12, "A RESOLUTION DELINEATING THOSE EMPLOYEES COVERED BY WORKERS COMPENSATION" be adopted on first and final reading.

Res. 97-12

Upon recommendation of Mr. Jack Hirst, Solid Waste Director & Ms. Marianne Dillard, Purchasing Agent, Mrs. Hughes made a motion, seconded by Mr. Timms, approved 5 - 0 that the bid for a scrap metal containment pad for Solid Waste be awarded to Zefco, Inc. who was low bid at \$37,400. (See attached bid sheet)

Solid
Waste

Upon recommendation of Mr. Ronnie Smith, Assistant Motor Pool Foreman, & Ms. Dillard, Mr. Thomas made a motion, seconded by Mrs. Hughes, approved 5 - 0 that the bid for truck for Motor Pool be awarded to Edwards Auto Sales Co., Inc. who was low bid at \$19,650. (See attached bid sheet)

Motor
Pool

Also upon recommendation of Mr. Smith & Ms. Dillard, Mr. Timms made a motion, seconded by Mr. Hamilton, approved 5 - 0 that the bid for oil products for approximate quantities to be used be awarded to Taylor Enterprises, Inc. at \$24,101.26. Taylor Enterprises was the only bidder. (See attached bid sheet)

Further, upon recommendation of Mr. Smith & Ms. Dillard, Mrs. Hughes made a motion, seconded by Mr. Hamilton, approved 5 - 0 that the bid for tires be awarded as delineated on the attached bid sheet for approximate quantities:

Group A	Goodyear Tire & Rubber Co.	\$37,442.04
Group B	Carolina Tire Co.	\$35,264.68
Group C	Goodyear Tire & Rubber Co.	\$92,857.00
Group D	Goodyear Tire & Rubber Co.	\$ 2,677.84
Group E	Consolidated Tire & Auto Svc.	\$ 4,474.42

After a brief discussion, Mr. Timms made a motion, seconded by Ms. Burrell that Council accept the offer of the Hospital Board to extend the lease of the hospital in exchange for the tract of land owned by the hospital adjacent to the Seneca landfill.

Hospital

After more discussion, upon no objections from Council, this motion was withdrawn.

Mr. Timms then made a motion, seconded by Mr. Thomas, approved 5 - 0 that Council meet with the Hospital Board within seven days to discuss the proposal of the hospital.

After a brief discussion, Mr. Timms suggested the county might prepare a flyer containing the law which states that house numbers are to be visible to emergency personnel and maybe ask a utility company to mail it with their billing.

911 Law

Mr. Thomas made a motion, seconded by Ms. Burrell, approved 3 - 2 (Mr. Timms & Mrs. Hughes voting against) that the owners of the gun club on Highway 11 be sent a letter requesting that they cease operation as a gun club and not place a burden on their neighbors to raise \$11,500 to defend their right to live in a peaceful existence. Mr. Cain, County Attorney, left the meeting during this discussion and action by reason of the fact that one of his partners represents the property owners.

Gun Club

The Roads & Transportation Committee scheduled a committee meeting September 2, 1997 at 2:00 pm to further discuss roadway problems.

Road Meet

Mrs. Hughes congratulated the West-Oak Football on their 14-13 victory.

West-Oak

Mr. Timms expressed support for the Apple Festival during the upcoming weekend.

Apple Festival

Adjourn: 8:30 pm

Submitted By:

Opal O. Green
Opal O. Green
Council Clerk

Reviewed By:
Harrison E. Orr
Supervisor-Chairman
Oconee County Council

DRIVE

PL 11/0500-12-11-018

5.66 AC

3 INC

5

2 AC (C)

1118 AC (C)
ELEMENTARY SCHOOL

STREET

PINE

STREET 8

PINE

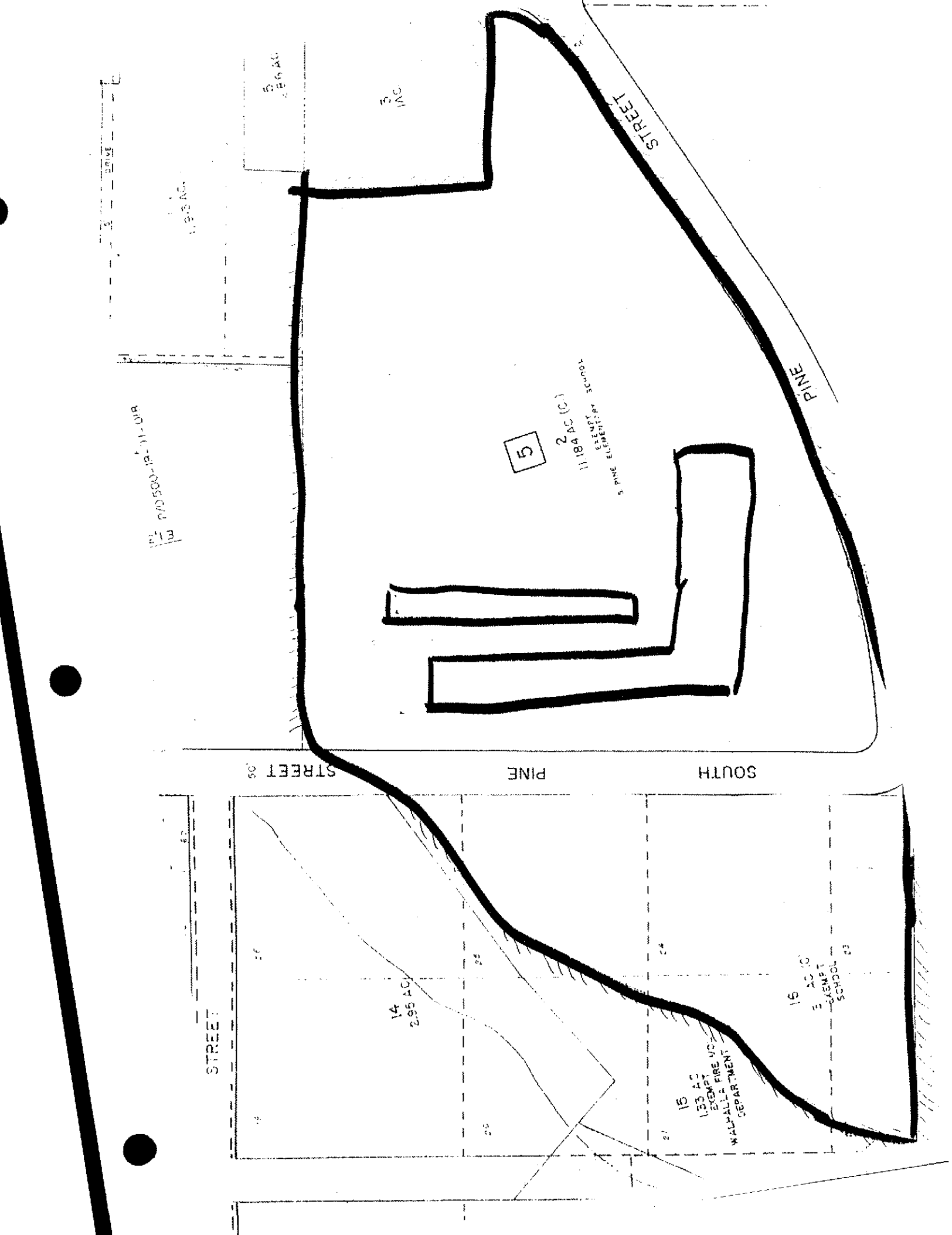
SOUTH

STREET

14
2.95 AC

15
1.33 AC
EXEMPT
FIRE VC
WALWILLE FIRE DEPARTMENT

16
3 AC (C)
ELEMENTARY SCHOOL



DRAFT

STATE OF SOUTH CAROLINA)
)
COUNTY OF OCONEE)

LEASE AGREEMENT

THIS LEASE made and entered into this ____ day of _____, 1997, by and between The School District of Oconee County, hereinafter referred to as "Lessor" or the "District," and Oconee County Council, hereinafter referred to as "Lessee".

WITNESSETH

THAT WHEREAS, Lessor is the owner of the premises described below;

AND WHEREAS, Lessee desires to lease the described premises;

NOW THEREFORE, Lessor and Lessee agree as follows:

1. Lessor hereby leases to Lessee the Pine Street Elementary School property, consisting of ___ acres of real property and ___ number of buildings located on _____, upon the terms, agreements and conditions set forth below.

2. The term of this Lease shall be for a period of ninety-nine (99) years, commencing on _____, 1997 and ending on _____, 2096, subject to the termination and renewal rights as hereinafter provided.

3. The parties agree that the total amount of rent for the ninety-nine (99) year term will be \$1.00 a year for 99 years.

4. Lessor and Lessee may agree to renew this Lease, for an additional ninety-nine year term, subject to such conditions as may be agreed upon by the parties.

5. Lessee agrees to maintain the property in as good condition as the property was in at the commencement of this Lease, ordinary wear and tear excepted.

6. Lessee shall be responsible for all connection costs, service charges, and usage fees associated with all utilities to the leased premises.

7. Lessee agrees to comply with all laws applicable to Lessee and affecting the leased premise and, at its own expense, to obtain all necessary permits and related items.

8. Lessee hereby releases Lessor and shall at all times indemnify and defend Lessor and hold it harmless from and against all claims, suits, actions, damages, judgments, liabilities, and expenses for loss of life, personal injury or damage to property arising from or out of occurrences during the term of this Lease within or upon the premises.

9. Lessee will keep in effect at its sole cost and expense and with a financially responsible insurance company qualified to do business in South Carolina and acceptable to Lessor, a comprehensive general liability policy covering the premises and providing coverage with minimum limits of liability at all times reasonably satisfactory to Lessor. Such policy shall name Lessor as an additional insured.

10. Lessee, at its sole cost and expense, will keep the premises insured against all risk of loss arising from fire in an amount at least equal to \$285,000, the present value of the pertinent structures and surrounding property. Such policy shall name Lessor as an additional insured.

11. This Lease shall not be assigned, sub-leased or mortgaged in whole or in part without the written consent of Lessor.

12. This Lease may be unilaterally terminated by either party upon ninety (90) days written notice to the other party.

13. Lessee agrees that it will use the leased property solely for the purpose of a County office building. In the event, at any point during this Lease, the property shall cease to be used for that purpose, Lessor shall have the right to declare this Lease void, and shall have the right to reclaim the property without prior notice to Lessee.

14. This agreement may be amended at any time only upon mutual agreement in writing by the parties.

15. Any notice to either party hereunder must be in writing, signed by the party giving it, and shall be served personally or by registered or certified mail addressed as follows:

TO: The Lessor

The School District of Oconee County
P.O. Box 649
Walhalla, South Carolina 29691

TO: The Lessee

Oconee County Council
[Address]

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this agreement this ____ day of _____, 1997.

LESSOR:

LESSEE:

THE SCHOOL DISTRICT
OF OCONEE COUNTY

OCONEE COUNTY COUNCIL

By: _____
Mr. Harry B. Mays, Jr.
Board Chairman

By: _____
Name
Title

WITNESSES:

WITNESSES:

OCONEE COUNTY ATAX APPLICATION FORM TOURISM RELATED PROJECTS

I. APPLICANT

A. Name of Organization Walhalla Auditorium Restoration Committee

B. Address P.O. Box 649
Walhalla, SC 29691

II. FUNDS REQUESTED

A. ATAX funds requested \$ 2305.00

B. Itemized budget for ATAX funds requested (attach on separate sheet) attached

C. Funds furnished by your organization —

Matching grants — Source —

Other funding Sources & Amounts —

III. NARRATIVE PROJECT DESCRIPTION

A. Description of project The WARC will sponsor a lawn party on 9/20/97 at the Walhalla Depot Park. There will be entertainment, baked goods, ice cream BBQ, food vendors, craft booths, games for the children. We expect to have vendors from neighboring states + counties. This event will be highly advertised and will as it has in the past, attract visitors from several states.

B. Who will benefit from this project? The area businesses will benefit as out-of-state vendors and visitors stay overnight and eat at local restaurants. Visitors and vendors will learn first hand of the charm and hospitality of our lovely community here in Oconee County. The WARC has hopes of financial benefit. (2)

IV. APPROXIMATE DATES OF PROJECT

Beginning 9/20/97 9:00 am Ending 9/20/97 7:00 pm

V. APPLICANT CATEGORY

Government Entity: City County _____ District _____

Non-profit Organization: Incorporation date November, 1994

Eleemosynary Organization under IRS Code: IRS # 57-0994911

Date of Determination Letter 3/21/94

VI. DEMOGRAPHIC DATA

How will the project influence tourism in Oconee County? All visitors and vendors will enjoy a special day in Walhalla - they will learn of the charm of our upstate area and will not only want to return, but will encourage others to share our warm hospitality. We have

VII. AUDIT

had visitors from Waycross, Ga., Columbia, SC, Kershaw, SC, Sunset, SC -

Does your organization perform an independent audit? Yes No _____

Name of the Auditor Freeman - Stutzman Associates, LLP

I have read the guidelines for the Oconee County Accommodations Tax Committee and do hereby agree to comply with all rules and requirements. I understand failure to comply may result in a loss of funding for the project.

A. Contact Name Jean U. Phillips or Maxie W. Duke

Title Grant Coordinator

Signature Jean U. Phillips Date 8/14/97

Phone Number (s) 864-638-2995 864-638-5200

B. Alternate Contact Barbara Wilson
Title President WARC
Signature Barbara Wilson Date 8/14/97
Phone Number (s) 864-638-8818

FOR OFFICE USE ONLY

Project Name Lawn Party
Received by Heri McSwain Date 8-16-97
Date presented at meeting 8-27-97
Vote: For 4 Against 0
Recommendations/Alterations _____

Returned to organization (date) _____
Resubmitted to ATAX _____
Corrections/deletions made _____
Vote: For _____ Against _____
Comments _____

Date presented to County Council 9/2 Presenter Ansley Fraser
Amount approved \$2305.00 (or) Rejected _____
Bid amount _____

Itemized Budget

Rent for Depot and grounds	\$140.00
Advance to Lions Club - BBQ	600.00
Advertising + Publications	400.00
Postage - Booth, vendor Solicitation	40.00
Sound Systems - Music	250.00
Hot dog supplies	150.00
P. corn supplies	60.00
Drink supplies cups, coffee, ice, etc.	60.00
Prizes and awards	150.00
Dunkin' Booth Rental + balls	65.00
T. Shirts + sweat shirts	340.00
Raffle tickets - printing	50.00
	<hr/>
	\$ 2305.00

of all

OCONEE COUNTY ATAX APPLICATION FORM TOURISM RELATED PROJECTS

I. APPLICANT

A. Name of Organization POST #124 AMERICAN LEGION

B. Address P.O. BOX 1026
WALHALLA, SC 29691

II. FUNDS REQUESTED

A. ATAX funds requested \$ 900.00

B. Itemized budget for ATAX funds requested (attach on separate sheet)

C. Funds furnished by your organization 0

Matching grants _____ Source _____

Other funding Sources & Amounts _____

III. NARRATIVE PROJECT DESCRIPTION

A. Description of project THE DISPLAY OF 72--5x3 FOOT AMERICAN FLAGS (NYLON) DURING
VARIOUS PATRIOTIC OCCASSIONS. FURTHER DISPLAY OF SAME IN CONJUNCTION WITH
WALHALLA TOWN OFFICIALS, THE CHAMBER OF COMMERCE, OKTOBERFEST COMMITTEE AND
MERCHANTS TO PROMOTE EVENTS ANNUALLY. WILL ALSO BE MADE AVAILABLE TO ANY OTHER
COMMUNITY THROUGHOUT THE COUNTY FOR ANY EFFECT TO DRAW ATTENTION TO THEIR EFFORTS.

B. Who will benefit from this project? GREATER WALHALLA AREA AND OR ANY OTHER ENTITY
DESIRING TO CALL ATTENTION TO VARIOUS EFFORTS, DOWNTOWN SHOPPING PROMOTIONS, ETC.

IV. APPROXIMATE DATES OF PROJECT

Beginning JUNE 14, 1997 Ending ON-GOING THROUGHOUT THE YEARS

V. APPLICANT CATEGORY

Government Entity: City _____ County _____ District _____

Non-profit Organization: Incorporation date _____

Eleemosynary Organization under IRS Code: IRS # FED EINO: 57-6022523

STATE EINO: 57-0314468
Date of Determination Letter _____

VI. DEMOGRAPHIC DATA

How will the project influence tourism in Oconee County? FLAGS WILL CALL MUCH ATTENTION TO THE DOWNTOWN AREAS OF ANY TOWN THROUGHOUT THE COUNTY WHERE UNIQUE, UNUSUAL EVENTS AND PROMOTIONS ARE BEING UNDERTAKEN. THE 72 3x5 FOOT AMERICAN FLAGS WILL CERTAINLY LET THOSE PASSING THROUGH KNOW THAT SOMETHING IS GOING ON.

VII. AUDIT

Does your organization perform an independent audit? Yes _____ No XXX

Name of the Auditor _____

I have read the guidelines for the Oconee County Accommodations Tax Committee and do hereby agree to comply with all rules and requirements. I understand failure to comply may result in a loss of funding for the project.

A. Contact Name JERRY DYAR

Title FINANCE OFFICER

Signature  Date MAY 17, 1997

Phone Number (s) 864-638-4231

B. Alternate Contact RICK GIBSON

Title ADJUTANT

Signature *Rick Gibson* Date MAY 17, 1997

Phone Number (s) 864-638-0747

FOR OFFICE USE ONLY

Project Name AMERICAN FLAG DISPLAY

Received by Jeri McSwain Date 5-19-97

Date presented at meeting 5/22/97

Vote: For Against

Recommendations/Alterations Tabled

Returned to organization (date)

Resubmitted to ATAX 8-27-97

Corrections/deletions made

Vote: For 4 Against 0

Comments

Date presented to County Council 9/2/97 Presenter Andy DAVIS

Amount approved \$900.00 (or) Rejected

Bid amount

Table 7
Industries - Oconee County, SC

<u>Firm</u>	<u>Products</u>	<u>Approx. No. of Employees</u>
Amoco Fabrics & Fibers Co.	Nonwoven Fabric used in Highway Construction	350
Avondale Mills	Textile Yarn	250
B.M.I. Inc.	Metal Component Parts	50
Beacon Mfg. Co.-Oconee Mills Div.	Blankets & Bedspreads	650
Becton Dickinson Co.	Distribution of Surgical Supplies	85
Blue Ridge Electric Co-op, Inc.	Power Generation	30
Borg-Warner Automotive	Automotive Transfer Cases	100
Cascade Corp.	Fork Lift Accessories	80
Cast Products Co., Inc.	Aluminum, Cast Iron Brass Casting	7
Collins Craft Composites Group	Composite Materials	10
Collins Craft Fiberglass Corp.	Fiberglass Laminates	30
Compact Air Products	Hydraulic & Pneumatic Machinery	160
Coneross Mfg., Inc.	Apparel, Carpet Mfg., Distributor	40
Cryovac Division, W.R. Grace & Co.	Plastic Packaging Film	150
Davco, Inc.	Plastic Injection Molding	10
Davis Brothers Lumber Co.	Lumber and Byproducts	25
Dixie Aluminum Products Co.	Aluminum Components	90
Duke Power Co., Oconee Nuclear Station	Power Generation	1,950
Graver Separation	Industrial Filtering Devices	25
Edwards Publishing, Inc.	Newspapers	254
Englehard Corp.	Precious Metals Catalyst	300
Fair Play Equipment Co.	Metal Fabricating, Overhead Cranes, Etc.	25
F.B. Davis	Lumber and Byproducts	34
Fountainhead Water Co., Inc.	Bottled Water	12
Greenfield Industries	Metal Cutting Tools	275

Table 7 (continued)

Firm	Products	Approx. No. of Employees
HIS Stamping	Metal Working & Forming	60
Hi-Tec Plating	Electroplating	40
Holiday Textiles, Inc.	Novelty Textile Goods	12
Ideal Steel, Inc.	Steel Components	6
Integrated Support Systems	Computer Program Design	65
Jacobs Chuck Mfg. Co.	Drill Chucks	450
Jantzen-Southern, Inc.	Sports Apparel	400
Johnson Control, Inc.-Oconee Plant	Plastic Automotive Battery Cases & Covers	140
JSA Screw Machine Products, Inc.	Metal Component Parts	40
The Kendall Company	Support Hosiery, Diapers, Surgical Bandages	675
Land Pulp Wood Co.	Lumber and Byproducts	2
Lee Pallet Co.	Lumber and Byproducts	4
Louisiana Pacific Corp.	Lumber and Byproducts	10
Maxim Metals	Metal Fabrication	20
Maxfli Slazenger Corp.	Golf Balls, Accessories, Tennis Rackets Rackets, Balls, Accessories	400
Milliken & Co. The DeFore Plant	Tire & Industrial Cords, Industrial & Treated Cords & Fabrics	200
The Nason Co.	Switches & Pressure Gauges for Diesel Engines	75
Oconee Machine & Tool	Industrial Machine Shop	20
Piedmont Home Textile Corp.	Quilts, Comforters	250
Pressure Devices, Inc.	Distribution of Switches, Gauges, etc.	12
Schlumberger Industries	Electric Watthour Meters, Electronic Equipment Electrical Measuring & Control Equipment Measuring & Control Equipment	750
SNS South, Inc.	Fabric Distribution Center	120
SPM-Dynacast, Inc.	Plastic Spools, Nylon Travelers, Other Injection Molded Plastic	300
Sponsler's Company, Inc.	Flow Metering & Instrumentation	50
Square D Company	Motor Control Centers	675
Steel Heddle Mfg. Co.	Textile Related Metal Products	100

Table 7 (continued)

<u>Firm</u>	<u>Products</u>	<u>Approx. No. of Employees</u>
Thrift Brothers Lumber Co.	Lumber and Byproducts	50
The Torrington Company	Bearings	450
Upstate Apparel, Inc.	Apparel	40
Union Camp Corp.	Lumber and Byproducts	7
U.S. Engine Valve Corp.	Automotive Valves	250
Valenite Inc.	Stages of Metal Finishing, Cutting Tool Mfg.	250
Westpoint Stevens, Inc.-Clemson, SC	Finishing of Sheets, Pillow Cases, Table Linens	2,400
Westpoint Stevens, Inc.-Seneca, SC	Sheets and Cases	800
West Union Hardwood, Inc.	Lumber and Byproducts	50
Wilson Processing Co., Inc.	Processed Meats	15
Winchester Brothers	Lumber and Byproducts	100
Wylder Furniture Mfg.	Oak Rockers	40

Source: Oconee County Economic & Development Commission.

Agriculture continues to be an important contributor to the county's economy. Oconee County agriculture has undergone a great deal of change in the past few years due mainly to the rapid increase in the poultry industry and urban growth in the county. Row crops were the main source of income in the thirties, with 107,007 acres in cropland. Since then, land in farms dropped steadily to a low of 66,600 acres with 660 farms in 1987. In 1988, the acreage in farms increased to 67,900 with 670 farms. The county's farms have changed from row crops to livestock and poultry production. Crops now account for only 12% of the agricultural income, and livestock and poultry 88%. The county is one of the few in South Carolina experiencing a growth in the number of farms and agricultural income overall. This is due largely to the expansion of the poultry industry. The county has grown from three poultry operations in 1975 to over 100 broiler houses in the late 1980s. Poultry ranks number one in agricultural income, bringing in \$9,181,000 annually. Cattle and calves are second with 19,300 head, and an income of \$3,733,000. Forestry is third with an annual income of \$2,873,000. Dairy products add \$1,719,000. Total agricultural annual income in the late 1980s for Oconee County exceeded \$21 million. (These receipt figures do not indicate profit or take into account the cost of production.) In 1990, agriculture accounted for .77% of the county's total

PACIENTS\9081\NORD-06045 OCON.6

Draft of 7/7/97 8/1/97

AN ORDINANCE TO PROVIDE FOR ASSISTANCE BY OCONEE COUNTY IN PROVIDING OFFICE SPACE FOR THE APPALACHIAN COUNCIL OF GOVERNMENTS THROUGH THE JOINT ACTION WITH THE OTHER MEMBER COUNTIES OF THE COG TO MAKE FUNDS AVAILABLE TO THE COG TO PAY PART OF THE COSTS OF A BUILDING TO BE CONSTRUCTED ON CERTAIN REAL PROPERTY, AND THE TAKING OF ANY OTHER ACTION NECESSARY OR APPROPRIATE IN CONNECTION THEREWITH.

WHEREAS, Oconee County, South Carolina (the "County") together with Anderson, Cherokee, Greenville, Spartanburg and Pickens are the member counties (the "Member Counties") of the Appalachian Council of Governments (the "COG"); and

WHEREAS the County and each of the other Member Counties is empowered (i) to make and execute contracts; and (ii) to appropriate funds, loan, lease or sell facilities, equipment and supplies to the COG; and

WHEREAS Article VIII Section 13 of the South Carolina Constitution and Section 4-9-41 of the Code of Laws of South Carolina, 1976, as amended, the County is authorized to provide for the joint administration of any function and exercise of powers with other counties; and

WHEREAS, the COG has requested the assistance of the Member Counties in the provision of suitable office space for the operations of the COG through a program involving the construction of a building on certain land heretofore acquired by the COG and the entry into a contract with the COG pertaining to the use, occupancy and disposition of any proceeds therefrom; and

WHEREAS it appears to the County that such a program will be of benefit to the COG and the County through the long-term reduction of costs;

NOW THEREFORE be it ordained by the County Council of Oconee County as follows:

Section 1. Basic Authorization. The County is hereby authorized to join with the other Member Counties in the providing funds to the COG for the construction of an approximately 13,600 square foot building (the "Building") on a site owned by the COG to be used as office facilities for the COG.

Section 2. County Share. The County shall pay a share (the "County Share") of the cost of the Building and be entitled to a like share of the proceeds, if any, from the sale, lease or other disposition of all or any part of the Building (other than a lease to an affiliate of or independent contractor furnishing service to the COG consistent with its public purposes). The County Share shall be 6.43% and the amount to be contributed towards the cost of the Building is \$54,650; *provided*, nothing herein shall obligate the County to pay any amount in excess of \$54,650, and no funds are appropriated in excess of such amount.

Section 3. Design and Construction. The COG is hereby authorized to take such action as it deems appropriate to enter into a contract for the design of the Building, to enter into other contracts for services relating to design and engineering and to provide for the construction of the Building; *provided*, however, that the COG shall not obligate the County in any manner under any contract related to the construction of the Building, and the COG shall enter into no contract unless the sum of the funds available to it from funds on hand, the contributions of all the Member Counties and the County (which such sums all the

Member Counties have agreed to pay) and other funds legally available will be sufficient to complete the Building, including the provision of such contingency as is appropriate therefor. The COG and not the County shall be solely liable under all contracts for the construction or acquisition of the Building or any part thereof for any cost overruns or other expenses associated with such contracts. No further action shall be required by the County Council to approve any action of the COG taken pursuant hereto.

Section 4. Agreement. The County Administrator of the County is hereby authorized to execute and deliver an agreement with the COG (the "Oconee Agreement") providing for the terms upon which the County will be reimbursed for its contribution to the costs of the Building and such other rights Greenville may request of the COG in connection with the execution of the Oconee Agreement and construction of the Building. The Oconee Agreement shall embody the entire agreement between the COG and the County.

Section 5. General Authorization. The Chairman of the County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Oconee Agreement and the performance of all obligations of the County under and pursuant hereto; and the County Administrator is hereby authorized to transmit to the COG the County Share in accordance with the appropriations contained in the County's budgets.

Section 6. Severability. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 7. Effective Date. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this ordinance shall take effect and be in full force from and after its passage and approval.

DONE, RATIFIED AND ADOPTED this ___ day of _____, 1997.

OCONEE COUNTY COUNCIL

By: _____
Chairman of County Council

(SEAL)

Attest: _____
Clerk to County Council

BUILDING AGREEMENT

THIS BUILDING AGREEMENT (the "Agreement") made and entered into as of July 1, 1997, by and between **APPALACHIAN COUNCIL OF GOVERNMENTS**, a council of governments created under the laws of the State of South Carolina (the "COG"), and Oconee County, South Carolina ("Oconee").

WITNESSETH:

WHEREAS, Anderson County, Cherokee County, Greenville County, Oconee County, Pickens County and Spartanburg County, South Carolina, each a county and a body politic and corporate and a political subdivision of the State of South Carolina (hereinafter sometimes referred to as the "Member Counties"), have agreed to assist the COG by providing a portion of the funds necessary for the construction of a 13,600 square foot building thereon (the "Building") for occupancy by the COG; and

WHEREAS, in consideration of amounts to be paid to the COG by the Member Counties, each in an amount as agreed in the ordinance passed by each Member County authorizing such appropriation (referred to as the "County Shares") the COG has undertaken the construction of the Building on certain land (the "Land") owned by the COG as described in Exhibit A hereto; and

WHEREAS, Oconee has agreed in Ordinance No. _____, passed _____, 199__, by the County Council of Oconee to provide its County Share in return for an agreement from the COG to reimburse the County for such contribution in the event of the disposition, sale or lease of all or part of the Building (other than a lease to an affiliate of or ~~contractor of the COG~~ independent contractor furnishing services to the COG consistent with its public purposes) or use of the Building for other than occupancy by COG (or one of its affiliates or independent contractors); and

NOW, THEREFORE, in consideration of the County Share from Oconee and the mutual covenants and agreements of the parties hereto, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Oconee and the COG intending to be legally bound, do hereby agree as follows:

SECTION 1. Contribution of County Share. Oconee does hereby confirm its agreement to contribute its County Share to the COG for the purposes of paying a portion of the costs of the Building. Oconee acknowledges that the COG has undertaken the planning and construction of the Building in reliance upon the receipt of the County Share; provided, Oconee accepts no responsibility hereby beyond its contribution of its County Share to make up an insufficiency or shortfall incurred by the COG or any other Member County in the construction of the Building. Oconee further acknowledges that the construction of the Building and the provision of adequate office facilities to the COG are for the benefit of the County as one of the Member Counties.

SECTION 2. Schedule for Contribution of County Share. Oconee does hereby confirm that its contribution will be paid from amounts budgeted for the fiscal year beginning July 1, 1996
{Serivener's note: please check I believe this to be correct for most counties}.

~~SECTION 3. Reimbursement.~~ **SECTION 3. Annual Payments, Reimbursement.** The COG shall reimburse Oconee for its County Share by the payment of \$ _____ per year being an amount equal to the rent previously paid by the COG for office space multiplied by the factor representing the contribution from Oconee. In the event that the COG (or one of its affiliates or independent contractors ceases to use the Building for office space and sells, leases or otherwise disposes of the Building without using the proceeds from such disposition to provide replacement or substitute facilities, the COG will reimburse pay to Oconee and all other County Members the proceeds of such disposition ratably in accordance with their County Shares ~~(to the extent not theretofore prepaid).~~

SECTION 4. Control of Building; Liability, Maintenance and the Like. The Building shall at all times be under the complete control of COG and Oconee shall have no interest therein or control thereof. COG shall have the sole responsibility for insurance, maintenance, repair and all other incidents of ownership for the Building. In the event of any liability arising from the ownership, occupancy, use or design of the Building or in connection with any of the foregoing, the COG shall be solely responsible therefor and Oconee shall have no liability in connection therewith. Oconee's sole responsibility hereunder is limited to the County Share and no person other than the COG shall have any claim against Oconee by virtue hereof.

SECTION 5. Indemnification. If any person shall make a claim against Oconee in relation to the Building, the COG shall assume the defense of such action on Oconee's behalf. To the extent that the interests of the COG and Oconee in such action are opposed (as determined by Oconee), the COG shall pay for separate legal counsel for Oconee, chosen by Oconee. If Oconee is held liable to any party in connection with the Building, the COG shall indemnify Oconee in full for such liability, including reasonable attorney's fees; *provided*, such indemnification shall not apply to any liability resulting from any ~~intentional or~~ bad faith, wilful, reckless or grossly negligent act by Oconee.

SECTION 6. Term of Agreement. This agreement and any rights created hereunder shall cease and be of no force and effect on June 30, 2017.

WITNESS the due execution of this Building Agreement as of the day and the year first above written.

OCONEE COUNTY, SOUTH CAROLINA

By: _____

Its: _____

(SEAL)

APPALACHIAN COUNCIL OF
GOVERNMENTS

(SEAL)

By: _____

Its: _____

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

RESOLUTION 97-12

WHEREAS, the Oconee County Council, in session duly assembled with a quorum present and voting deemed it to be in the best interest of the county to accept the proposal of Sedgwick James of the Carolinas, Inc. as third party administrator for the South Carolina Counties Workers Compensation Trust, effective October 1, 1997.

NOW BE IT RESOLVED that the following personnel shall be covered under this plan:

County Employees to include elected
& appointed persons, including board
and commission members regardless of
whether they receive compensation

Volunteer Firemen

Volunteer EMT's

Reserve Deputies

County Inmates

ADOPTED & APPROVED this second day of September, 1997 by a
vote of:

_____ :YES

_____ :NO

Harrison E. Orr
Supervisor-Chairman
Oconee County Council

Attest:

Opal O. Green
Council Clerk

BIDDER	Feltman Brothers, Inc.	Zefco, Inc. ✓	Chieftain Concrete Construction, Inc.	Norungolo-Davis, Inc.	Dee Cee Construction Co.	Owens Construction Co., Inc.
Total Bid Price	\$ 15,300.00	\$ 37,400.00	\$ 44,950.00	\$ 49,480.00	\$ 52,750.00	\$ 56,485.00
	withdrew bid, calculation error					
Delivery		9-1-97		2-3 weeks	10 days	
Attended Bid Opening: Marianne Dillard, Jenny Peay- Oconee County, Donnie Crooks - Dee Cee Constr., Jim Grubb - Zefco						

RECEIVED

AUG 25 1997

OCCONEE COUNTY
PURCHASING DEPT.

FELTMAN BROTHERS, INC.
POST OFFICE BOX 317
FAIR PLAY, S.C. 29643
(803) 927-9808
FAX - (803) 972-9808

AUGUST 22, 1997

OCCONEE COUNTY PURCHASING DEPARTMENT
201 W. MAIN STREET
WALHALLA, S.C. 29691

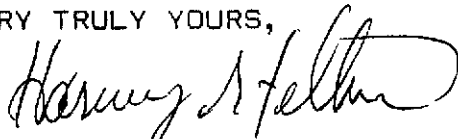
DEAR SIRs,

THIS LETTER IS IN REFERENCE TO THE SCRAP METAL
CONTAINMENT PAD FOR THE MATERIAL RECOVERY FACILITY.

WE WISH TO WITHDRAW OUR BID FOR THIS PROJECT.
THIS IS FOR PROJECT #97-06

THANK YOU SO MUCH AND IF YOU HAVE ANY QUESTIONS, PLEASE CALL.

VERY TRULY YOURS,



HARVEY G. FELTMAN
VICE PRESIDENT

BID NO. 97-06

(Use this number on envelopes and all related correspondence.)

**BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
201 W. MAIN STREET, WALHALLA, SC 29691**

The Feltman Brothers, Inc.

submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for Scrap Metal Containment Pad for the Material Recovery Facility

TOTAL Bid Price

\$ 15,300.⁰⁰

Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: _____

Bidding Organization: Feltman Brothers Inc.

Mailing Address: P.O. Box 317

Wain Plains SC 29643

Signature of Bidders Representative: Harvey R. Feltman

Title: Vice President

Date: 8-11-97

Telephone: (864) 972-9808

Fax: (864) 972-4756

BID NO. 97-06
(Use this number on envelopes and
all related correspondence.)

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
201 W. MAIN STREET, WALHALLA, SC 29691

The General Contracting firm of Zefco, Inc. & Oglesby Concrete
submits herewith our Bid in response to bid request number shown above, and in compliance with the
description(s) and/or specification(s) attached hereto for Scrap Metal Containment Pad for the
Material Recovery Facility

TOTAL Bid Price \$ 37,400.00

Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached
hereto.

Delivery Date: September 1, 1997

Bidding Organization: Zefco, Inc.

Mailing Address: P. O. Box 8718, Greenville, SC 29604

Signature of Bidders Representative: 

Title: President Date: August 19, 1997

Telephone: (864) 947-6942

Fax: (864) 947-9903

BID NO. 97-06
(Use this number on envelopes and
all related correspondence.)

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
201 W. MAIN STREET, WALHALLA, SC 29691

The Chieftain Concrete Construction, Inc.
submits herewith our Bid in response to bid request number shown above, and in compliance with the
description(s) and/or specification(s) attached hereto for Scrap Metal Containment Pad for the
Material Recovery Facility

TOTAL Bid Price \$ 44,950.00

Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached
hereto.

Delivery Date: August 5, 1997

Bidding Organization: Chieftain Concrete Construction, Inc.

Mailing Address: P. O. Box 158, Mauldin, SC 29662-0158

Signature of Bidders Representative: *William A. Smith*

Title: President Date: August 12, 1997

Telephone: (864) 458-8575 Mobile: 420-2795

Fax: (864) 458-7950

BID NO. 97-06
(Use this number on envelopes and all related correspondence.)

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
201 W. MAIN STREET, WALHALLA, SC 29691

The Norungolo-Davis, Inc.
submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for Scrap Metal Containment Pad for the Material Recovery Facility

TOTAL Bid Price \$ 49,480

Forty-nine Thousand Four Hundred Eighty Dollars

Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: Two-Three Weeks After Notice to Proceed (Weather Permitting)

Bidding Organization: Norungolo-Davis, Inc.

Mailing Address: POB 1100, Piedmont, SC 29673

Signature of Bidders Representative: 

Title: President Date: 8/19/97

Telephone: 864-295-1003

Fax: 864-295-2025

BID SUPPLEMENTAL FORM
OCONEE COUNTY PURCHASING DEPARTMENT
201 WEST MAIN STREET
WALHALLA, SOUTH CAROLINA 29691

DATE: August 19, 1997 BID NO 97-06

The Norungolo-Davis, Inc. takes the following exceptions:
(Bidder)

Rock excavation, builders risk insurance, performance bond, liquidated/consequential damages, the removal and/or replacement of unsuitable soils or materials if encountered, overtime, relocation of utilities, permits, plumbing, HVAC, electrical, and anything not specifically mentioned or shown.

If additional crusher run stone is required for finish grade, NDi will haul and place stone at the unit price of \$6.50/Ton.

SIGNATURE: _____


M. P. Norungolo

BID NO. 97-06
(Use this number on envelopes and
all related correspondence.)

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
201 W. MAIN STREET, WALHALLA, SC 29691

The Dee Cee Construction Company
submits herewith our Bid in response to bid request number shown above, and in compliance with the
description(s) and/or specification(s) attached hereto for Scrap Metal Containment Pad for the
Material Recovery Facility

TOTAL Bid Price \$52,750.00

Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached
hereto.

Delivery Date: 10 - Working Day after Notice of Bid
Bidding Organization: Dee Cee Construction
Mailing Address: 178 East Ready Fork Lane S.C. 29678
Signature of Bidders Representative: Donnie Parks
Title: Owner Date: Aug 18 - 97
Telephone: 864-882-4151
Fax: 882-4151

BID NO. 97-06
(Use this number on envelopes and all related correspondence.)

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
201 W. MAIN STREET, WALHALLA, SC 29691

The OWENS CONSTRUCTION CO. INC - WILLARD OWENS
submits herewith our Bid in response to bid request number shown above, and in compliance with the
description(s) and/or specification(s) attached hereto for Scrap Metal Containment Pad for the
Material Recovery Facility

TOTAL Bid Price \$ 56,485.00

Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached
hereto.

Delivery Date: _____

Bidding Organization: Owens Construction Co. Inc.

Mailing Address: 346 Stewart Road Walhalla, SC 29691

Signature of Bidders Representative: Willard Owens

Title: President Date: 08-15-97

Telephone: 864-638-9287

Fax: 864-638-9287

BIDDER	Edwards Auto Sales Co., Inc.	Kevin Whitaker Chevrolet, Inc.	Maypole Chevrolet, Inc.	Bobby Wood Chevrolet Pontiac, Inc.
Base Bid	16,381.00	19,938.08	18,693.82	21,444.94
Sales Tax	300.00	300.00	300.00	300.00
Options:				
Air Conditioning	684.00	incl.	incl.	684.25
GVWR - 8600 - 351 V8 Engine	incl.	incl.	incl.	incl.
Super Engine Cooling	85.00	incl.	incl.	incl.
Heavy Duty Rear Suspension Pkg	100.00	incl.	incl.	incl.
Utility Body	2,100.00	incl.	3,500.00	3,150.00
TOTAL BID PRICE	\$ 19,650.00	\$ 20,238.08	\$ 22,493.82	\$ 25,579.19
Delivery	8-10 weeks	7-10 days	in stock	8-12 weeks
Attended Bid Opening: Marianne Dillard, Jenny Peay, Lee Davis, Ronnie Smith - Oconee County				

BID NO. 97-08

(Use this number on envelopes and all related correspondence.)

**BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
201 W. MAIN STREET, WALHALLA, SC 29691**

The FIRM OF EDWARDS AUTO SALES CO INC

submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for 1997 truck, pick-up, 3/4 ton.

BASE BID \$ 16,381.00

S. C. Sales Tax 300.00

TOTAL Bid Price \$ 16,681.00

OPTIONS

Air Conditioning 684.00

Larger GVWR - 8600- 351 V-8 _____

Super engine cooling(larger radiator) 85.00

Heavy duty rear suspension package 100.00

Utility Body w 56" C/A - mounted & painted to match truck 2,100.00

Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: EIGHT TO TEN WEEKS OR EARLIER - MUST BE ORDERD

Bidding Organization: EDWARDS AUTO SALES CO INC

Mailing Address: P.O. BOX 709 WALHALLA, S.C. 29691

Signature of Bidders Representative: *Bobby Edwards*

Title: VICE PRESIDENT Date: AUGUST 21, 1997

Telephone: 864-638-3631

Fax: 864-638-0191

BID SUPPLEMENTAL FORM
OCONEE COUNTY PURCHASING DEPARTMENT
201 WEST MAIN STREET
WALHALLA, SOUTH CAROLINA 29691

DATE: AUGUST 21, 1997 BID NO 97-08

The FIRM OF EDWARDS AUTO SALES CO INC takes the following exceptions:
(Bidder)

1. BASE BID - 1997 HEAVY DUTY TRUCK 8600 GW
LOWER GW NOT AVAILABLE
2. 235-16 TIRES STANDARD -LARGER TIRES NOT AVAILABLE

SIGNATURE: _____

Bobby Edwards

BID NO. 97-08

(Use this number on envelopes and all related correspondence.)

**BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
201 W. MAIN STREET, WALHALLA, SC 29691**

The Kevin Whitaker Chevrolet Inc
submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for 1997 truck, pick-up, 3/4 ton.

BASE BID \$ 19,938.08

S. C. Sales Tax 300.00

TOTAL Bid Price \$ 20,238.08

OPTIONS

Air Conditioning

Larger GVWR - 8600- 351 V-8

Super engine cooling(larger radiator)

Heavy duty rear suspension package

Utility Body w 56" C/A - mounted & painted to match truck

All included in Above Price
~~_____~~
~~_____~~
~~_____~~
~~_____~~

Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: 7 TO 10 days ARO

Bidding Organization: Kevin Whitaker Chevrolet Inc

Mailing Address: Po Box 4559 Greenville SC 29608

Signature of Bidders Representative: J Rodney Parker Fleet mgr

Title: Fleet mgr Date: 8-12-97

Telephone: 864- 271- 2277

Fax: 864- 271- 6043

BID SUPPLEMENTAL FORM
OCONEE COUNTY PURCHASING DEPARTMENT
201 WEST MAIN STREET
WALHALLA, SOUTH CAROLINA 29691

DATE: 8-12-87 BID NO 97-08

The Kevin Whitaker Chevrolet Inc takes the following exceptions:
(Bidder)

The Above mentioned Truck can't be ordered.
We are bidding Truck we have in stock. The
Truck is Equipped with Utility Body, Air Conditioning
8600 lb Gross, 5.7 V8 350 cu in, Tilt Steering, Cruise Control
and AM/FM cassette.

SIGNATURE: J. Rodney P. [Signature]

BID NO. 97-08
(Use this number on envelopes and all related correspondence.)

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
201 W. MAIN STREET, WALHALLA, SC 29691

The _____
submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for 1997 truck, pick-up, 3/4 ton.

BASE BID \$ 18693.82
S. C. Sales Tax 300.00
TOTAL Bid Price \$ 22493.82

OPTIONS

Air Conditioning _____
Larger GVWR - 8600- 351 V-8 N/C
Super engine cooling(larger radiator) N/C
Heavy duty rear suspension package N/C
Utility Body w 56" C/A - mounted & painted to match truck 3500.00

Bid shall include delivery to location stated on Bid Notice. SEE AS PER ATTACHED

Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: Aug 22 1997

Bidding Organization: MAYPOLE CHEVROLET INC.

Mailing Address: Hwy 17 SOUTH P.O. Box 1273 TOCCOA, GA 30577

Signature of Bidders Representative: Joseph Collins

Title: Manager Date: 8/18/97

Telephone: (706) 886-7481

Fax: (706) 886-7481

BID NO. 97-08
(Use this number on envelopes and all related correspondence.)

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
201 W. MAIN STREET, WALHALLA, SC 29691

The ~~Bobby Wood Chevrolet Pontiac Inc.~~
submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for 1997 truck, pick-up, 3/4 ton.

BASE BID \$ 21444.94
S. C. Sales Tax 300.00
TOTAL Bid Price \$ 21744.94

OPTIONS

Air Conditioning 684.25
Larger GVWR - 8600- 351 V-8 N/C
Super engine cooling(larger radiator) N/C
Heavy duty rear suspension package N/C
Utility Body w 56" C/A - mounted & painted to match truck 3150.00

Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: 8 - 12 Weeks

Bidding Organization: Bobby Wood Chevrolet Pontiac Inc.

Mailing Address: P. O. Box 399, Walhalla, S.C. 29691

Signature of Bidders Representative: Michael Smith

Title: Fleet Manager Date: 8-20-97

Telephone: 864-638-9556

Fax: 864-638-0615

BID SUPPLEMENTAL FORM
OCONEE COUNTY PURCHASING DEPARTMENT
201 WEST MAIN STREET
WALHALLA, SOUTH CAROLINA 29691

DATE: August 20, 1997 BID NO 97-08

The Bobby Wood Chev Pontiac Inc. takes the following exceptions:
(Bidder)

1997 models are no longer available. We must order a
1998 model. Order should take 8 to 12 weeks to produce
and 2 to 3 days after receiving to install utility body.

SIGNATURE: *Michael Smith*

APPROX QTY	DESCRIPTION	PACKAGING	Taylor Enterprises, Inc.		Lowry Oil Co.		Moore Bros. Oil Co.	
			UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
17	Texaco Rando 32	55 gallon	141.35	2,402.95		no bid		no bid
500	Texaco Rando 32	bulk	2.35	1,175.00				
12	Texaco URSA 15W40	55 gallon	203.50	2,442.00				
10	Texaco TDH	55 gallon	213.95	2,139.50				
500	Texaco TDH	bulk	3.49	1,745.00				
7	Texaco Starplex HD2	120# can	134.40	940.80				
20	Texaco Multigear lube 80/90	5 gallon	29.40	588.00				
30	Texaco Tractor hydraulic oil	5 gallon	21.25	637.50				
4	Texaco 80 - 90 gear oil	case	20.24	80.96				
15	Texaco 80 - 90 gear oil	5 gallon	29.40	441.00				
30	Texaco Starplex HD2	5 gallon	41.65	1,249.50				
50	Texaco Havoline 10W30	case	16.88	844.00				
100	Texaco Havoline 10W30	bulk	3.75	2,625.00				
75	Texaco Havoline Dextron III	case	15.20	1,140.00				
700	Texaco URSA 15W40	bulk	3.27	2,289.00				
50	Texaco URSA 15W40	12/1 case	15.20	760.00				
25	Texaco URSA 15W40	6/1 case	29.40	735.00				
10	Texaco URSA 10	5 gallon	19.60	196.00				
3	Texaco URSA 10	55 gallon	194.15	582.45				
10	Texaco Starplex HD2	case	69.93	699.30				
2	Texaco URSA 50W	55 gallon	194.15	388.30				
GRAND TOTAL					\$ 24,101.26			
Delivery					next day			

Attended Bid Opening: Marianne Dillard, Jenny Peay, Lee Davis, Ronnie Smith - Oconee County

BID FORM
OCONEE COUNTY PURCHASING DEPARTMENT
201 W. MAIN STREET, WALHALLA, SC 29691

The Taylor Enterprises, Inc.

submits herewith our Bid in response to bid request number shown above, and in compliance with the description(s) and/or specification(s) attached hereto for oil products for the Oconee County Motor Pool

APPROX. QUANTITY	DESCRIPTION	PACKAGING	UNIT PRICE	TOTAL PRICE
17	Texaco Rando HD 32 Hydraulic oil	55 gallon	\$141.35/dr	\$2,402.95
500	Texaco Rando HD 32 Hydraulic oil	Bulk	2.35/gal	1,175.00
** 12	Texaco URSA 15W40 oil - Super Plus	55 gallons	203.50/dr	2,442.00
10	Texaco TDH	55 gallon	213.95/dr	2,139.50
500	Texaco TDH	Bulk	3.49/gal	1,745.00
* 7	Texaco Starplex HD2 grease (metal can)	120 # metal can	134.40/keg	940.80
** 20	Texaco Multigear lube 80/90	5 gallon	29.40/pa	588.00
	Texaco TDH Tractor Hydraulic oil	5 gallon	21.25/pa	637.50
** 4	Texaco Multi gear 80 - 90 gear oil qt.	12/1 case	20.24/cs	80.96
** 15	Texaco Multi Gear 80 - 90 gear oil	5 gallon	29.40/pa	441.00
* 30	Texaco Starplex grease HD2 (metal cont.)	5 gallon	41.65/pa	1,249.50
** 50	Texaco Havoline 10W30 oil (quart)	12/1 case	16.88/cs	844.00
** 700	Texaco Havoline 10W30 oil (gallon)	bulk	3.75/gal	2,625.00
** 75	Texaco Havoline Dextron III qt. Transmission fluid	12/1 case	15.20/cs	1,140.00
** 700	Texaco Super Plus URSA 15W40	bulk	3.27/gal	2,289.00
** 50	Texaco Super Plus URSA 15W40 qt.	12/1 case	15.20/cs	760.00
** 25	Texaco URSA 15W40 (gallon)	6/1 case	29.40/cs	735.00
** 10	Texaco Super Plus URSA 10	5 gallon	19.60/pa	196.00
** 3	Texaco Super Plus URSA 10	55 gallon	194.15/dr	582.45
* 10	Texaco Starplex HD2 grease (tube)	60/1 case	69.93/cs	699.30
** 2	Texaco URSA Super Plus 50 w	55 gallon	194.15/dr	388.30
GRAND TOTAL				\$24,101.26

* The grease you have been buying is Starplex 2 not Starplex HD 2. The Starplex HD 2 does NOT come in tubes. The prices are the same.

OIL & BID

**NOTE: Prices do NOT include S. C. Waste tax of \$.08 per gallon on ² these products.

Bid shall include delivery to location stated on Bid Notice.

Show any exception, deviation, extra computation, or information on Bid Supplemental Form attached hereto.

Delivery Date: Next working day

Bidding Organization: Taylor Enterprises, Inc.

Mailing Address: P.O. Box 6385, Spartanburg, SC 29304

Signature of Bidders Representative: Leon S. Taylor

Title: President Date: August 12, 1997

Telephone: 800-922-3149

BIDDER				Goodyear Tire & Rubber Co.		Carolina Tire Co.		W N Watson Supply Co.		Consolidated Tire & Auto Svc.	
APP QTY	DESCRIPTION			UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
GROUP A POLICE											
400	P22570VR15	V	Reg. Police	51.50	20,600.00	52.00	20,800.00				
250	P22570VR15	V	MS Police	56.25	14,062.50	52.00	13,000.00				
12	P22560VR15		BW Police	57.50	690.00	59.89	718.68				
10	P22575R15		BW Std.	42.25	422.50	42.10	421.00				
20	P18570R14		Reg. Std.	34.25	685.00	30.81	616.20				
4	2275R17.5		Reg. Std.	153.50	614.00	no bid					
8	22570R19.5		Reg. Std.	89.00	712.00	88.20	705.60				
4	20560R15		Reg. Police	42.50	170.00	45.74	182.96				
4	P21570R15		Reg. Police	50.00	200.00	48.80	195.20				
8	22570R19.5		MS Std.	101.00	808.00	100.30	802.40				
TOTAL FOR GROUP A:					\$38,964.00		\$37,442.04				
GROUP B LIGHT DUTY											
30	950-16.5	TL	Reg. E/10	63.40	1,902.00	63.85	1,915.50	79.03	2,370.90	no bid	
24	950-16.5	TL	MS E/8	62.50	1,500.00	60.04	1,440.96	77.14	1,851.36	no bid	
10	950R16.5	ST	Reg. D	58.75	587.50	63.85	638.50	67.46	674.60	82.56	825.60
4	850-16	ST	Reg. E	59.75	239.00	no bid		72.60	290.40	no bid	
4	875R16.5	TL	Reg. D/8	54.75	1,314.00	58.56	1,405.44	62.47	1,499.28	74.96	1,799.04
24	875R16.5	TL	MS D/8	56.25	1,350.00	58.64	1,407.36	67.46	1,619.04	78.48	1,883.52
10	21570R14	TL	Reg. Std.	36.00	360.00	37.96	379.60	31.54	315.40	49.09	490.90
34	P19575R14	TL	Reg. Std.	35.25	1,198.50	35.09	1,193.06	29.65	1,008.10	42.00	1,428.00
12	P19570R14	TL	Reg. Std.	31.50	378.00	31.53	378.36	30.94	371.28	43.04	516.48
12	P18575R14	TL	Reg. Std.	33.00	396.00	33.11	397.32	28.49	341.88	39.60	475.20
12	20575R14	TL	Reg. D/8	35.00	420.00	35.01	420.12	31.30	375.60	45.20	542.40
12	20570R14	TL	Reg. D/8	34.50	414.00	32.73	392.76	33.35	400.20	45.28	543.36
24	700-15	TL	Reg. D/8	47.21	1,133.04	40.10	962.40	58.05	1,393.20	no bid	
24	700-15	TL	Reg. D/8	45.67	1,096.08	38.75	930.00	60.56	1,453.44	no bid	
32	31-10.50R15	BW	MS A/2	69.69	2,230.08	70.01	2,240.32	63.24	2,023.68	90.61	2,899.52
16	P23570HR15	RW	MS A/2	50.50	808.00	no bid		41.98	671.68	no bid	
12	10-50R15	TL	MS E/10	62.11	745.32	no bid		63.24	758.88	no bid	
6	20575R15	RL	MS D/8	34.00	204.00	no bid		32.40	194.40	47.04	282.24
10	21565R15	TL	Reg. D/8	32.00	320.00	no bid		43.66	436.60	47.96	479.60
12	8-14.5	TL	Reg. F/12	52.00	624.00	50.67	608.04	59.73	716.76	no bid	
24	P23585R16	TL	Reg. D/8	64.50	1,548.00	64.09	1,538.16	62.97	1,511.28	81.20	1,948.80
24	P23585R16	TL	MS D/8	77.50	1,860.00	77.12	1,850.88	70.70	1,696.80	87.72	2,105.28
110	750-16	TL	Reg. D/8	57.50	6,325.00	48.90	5,379.00	49.03	5,393.30	71.00	7,810.00
32	750-16	TL	MS D/8	59.50	1,904.00	50.67	1,621.44	60.23	1,927.36	79.00	2,528.00
30	L21585R16	TL	AS D/8	67.75	2,032.50	54.79	1,643.70	58.88	1,766.40	71.20	2,136.00
24	24575R16	TL	MS E/10	74.50	1,788.00	73.72	1,769.28	83.64	2,007.36	100.80	2,419.20
24	24575R16	TL	Reg. E/10	62.75	1,506.00	62.38	1,497.12	65.59	1,574.16	91.68	2,200.32
16	24575R16	TL	Reg. D/8	74.40	1,190.40	62.38	998.08	73.64	1,178.24	81.82	1,309.12
12	21575R15	TL	MS D/8	62.90	754.80	no bid		33.75	405.00	61.11	733.32

BIDDER					Goodyear Tire & Rubber Co.		Carolina Tire Co. ✓		W N Watson Supply Co.		Consolidated Tire & Auto Svc.	
14	P17580R13	TL	Reg.	Std.	26.95	377.30	30.99	433.86	26.03	364.42	37.84	529.76
14	22575R16	TL	MS	D/8	62.50	875.00	60.12	841.68	78.67	1,101.38	80.56	1,127.84
14	22575R16	TL	ST	D/8	56.00	784.00	55.59	778.26	61.70	863.80	74.80	1,047.20
14	P16580R13	TL	Reg.	D/8	25.50	357.00	no bid		24.44	342.16	36.24	507.36
6	750-20	TL	Reg.	D/8	90.25	541.50	92.45	554.70	105.00	630.00	no bid	
8	23575R15	TL	Reg.	Std.	38.70	309.60	44.62	356.96	36.64	293.12	56.00	448.00
6	21575R14	TL	Reg.	Std.	35.75	214.50	41.41	248.46	31.54	189.24	no bid	
6	18580R13	TL	Reg.	Std.	27.70	166.20	31.84	191.04	26.30	157.80	34.52	207.12
16	23575R15	BW	MS	D/8	57.50	920.00	53.27	852.32	42.36	677.76	86.57	1,385.12
TOTAL FOR GROUP B:						\$40,673.32		\$35,264.68		\$ 40,846.26		\$40,608.30
GROUP C HEAVY DUTY												
24	1000R20	TT	Reg.	G/14	165.00	3,960.00			182.60	4,382.40	191.00	4,584.00
24	1000R20	TT	MS	G/14	174.00	4,176.00			222.10	5,330.40	191.00	4,584.00
20	1000R20	TT	Trac	G/14	174.00	3,480.00			222.10	4,442.00	194.00	3,880.00
10	1100R20	TT	MS	G/14	207.00	2,070.00			241.71	2,417.10	284.00	2,840.00
20	1100R22	TT	Reg.	H/16	239.00	4,780.00			262.02	5,240.40	232.00	4,640.00
20	1100R22.5	TL	Reg.	H/16	186.00	3,720.00			194.26	3,885.20	194.00	3,880.00
14	11L16	TL	Reg.	E/10	61.00	854.00			84.95	1,189.30	87.00	1,218.00
14	38565R22.5	TL	Reg.	J/18	264.00	3,696.00			341.30	4,778.20	363.00	5,082.00
10	11R24.5	TL	Trac	H/16	197.00	7,880.00			225.55	9,022.00	217.00	8,680.00
30	1400-24	TL	Trac	E/10	284.50	8,535.00			325.60	9,768.00	288.00	8,640.00
14	16.9-28	TT	Trac	E/10	249.00	3,486.00			250.71	3,509.94	236.00	3,304.00
20	1000R15	TT	Reg.	G/14	153.00	3,060.00			169.50	3,390.00	205.00	4,100.00
32	900-20	TT	MS	E/10	143.00	4,576.00			140.72	4,503.04	138.00	4,416.00
16	16.9-30	TT	Trac	C/6	207.00	3,312.00			251.78	4,028.48	265.00	4,240.00
8	9-22.5	TL	Reg.	E/10	139.00	1,112.00			124.57	996.56	130.00	1,040.00
22	1100R20	TT	Reg.	G/14	176.00	3,872.00			220.25	4,845.50	400.00	8,800.00
16	11R22.5	TL	MS	H/16	183.00	2,928.00			190.00	3,040.00	222.00	3,552.00
16	16.9-34	TT	Trac	C/6	257.00	4,112.00			282.33	4,517.28	304.00	4,864.00
16	18.4-30	TL	Trac	C/6	298.00	4,768.00			294.00	4,704.00	no bid	
16	12R24.5	TT	Trac	H/16	252.00	4,032.00			260.00	4,160.00	no bid	
24	11R24.5	TL	Reg.	H/16	197.00	4,728.00			207.91	4,989.84	218.00	5,232.00
20	8.25-20	TT	Reg.	F/12	114.00	2,280.00			111.80	2,236.00	125.00	2,500.00
6	9R22.5	TL	Reg.	E/10	139.00	834.00			133.81	802.86	178.00	1,068.00
4	1000-16	TT	Reg.	G/14	102.00	408.00			71.41	285.64	76.00	304.00
6	19.5L24	TL	Trac	C/6	240.00	1,440.00			359.29	2,155.74	349.00	2,094.00
6	9.5L16 rib	TL	Rib	C/6	69.00	414.00			64.22	385.32	no bid	
4	31580R22.5	TL	Reg.	J/18	228.00	912.00			270.24	1,080.96	348.00	1,392.00
4	31580R22.5	BW	ST	J/18	217.00	868.00			270.24	1,080.96	348.00	1,392.00
4	9.5X24	TG	C/6		124.00	496.00			106.28	425.12	115.00	460.00
4	7x14.5	BW	ST	C/6	39.00	156.00			46.83	187.32	52.00	208.00
4	9.5x15	BW	ST	E/10	62.00	248.00			61.72	246.88	45.00	180.00
8	8.25R20	BW	Reg.	F/12	131.00	1,048.00			175.00	1,400.00	177.00	1,416.00
4	1000-16SL	BW	TL	G/14	102.00	408.00			71.41	285.64	75.00	300.00

BIDDER				Goodyear Tire & Rubber Co.		Carolina Tire Co.		W N Watson Supply Co.		Consolidated Tire & Auto Svc.	
4	8X14.5	Reg	TL	F	52.00	208.00		59.73	238.92	67.00	268.00
TOTAL FOR GROUP C:					\$92,857.00			\$ 103,951.00		\$99,158.00	

GROUP D MOWERS AND SMALL TRACTORS

4	20-800-10	TL	Turf		27.50	110.00		30.80	123.20	27.00	108.00
4	6-6.50-8	TL	Turf		14.75	59.00		16.75	67.00	18.00	72.00
4	13.6-28	TL	Trac		178.50	714.00		154.73	618.92	201.00	804.00
4	23-8.50-12	TL	Trac		34.00	136.00		40.03	160.12	35.00	140.00
4	18-700-8	TL	Turf		no bid			23.05	92.20	23.00	92.00
4	15-600-6	TL			11.65	46.60		13.65	54.60	17.00	68.00
4	16-6.5-8	TL			18.00	72.00		20.25	81.00	18.00	72.00
4	18X8.50X8	B	Turf		26.00	104.00		25.75	103.00	29.00	116.00
4	16X6.50	Std.	Turf		16.47	65.88		20.25	81.00	18.00	72.00
4	23X9.5X12	Std.	Turf		39.78	159.12		33.22	132.88	40.00	160.00
4	13-6X24	Lug	Tractor		165.00	660.00		189.44	757.76	230.00	920.00
2	20-700-8	TL			29.30	58.60		29.59	59.18	30.00	60.00
4	23-10.50-12	TL			38.16	152.64		48.75	195.00	41.00	164.00
4	600x16	Lug	Tractor		71.00	284.00		61.18	244.72	71.00	284.00
4	11x4.00-5	4 ply tubeless			14.00	56.00		15.20	60.80	17.00	68.00
2	13x5.00x6	BW	Trac	C/6	no bid			16.25	32.50	19.00	38.00
TOTAL FOR GROUP D:					\$ 2,677.84			\$ 2,863.88		\$ 3,238.00	

GROUP E TIRE TUBES

8	1000R20				11.35	90.80		10.25	82.00	10.92	87.36
20	1100R20				15.60	312.00		13.36	267.20	20.80	416.00
24	1100R22				16.79	402.96		13.90	333.60	20.80	499.20
24	1300/1400-24				25.40	609.60		20.87	500.88	17.12	410.88
12	16.9-30				22.10	265.20		27.43	329.16	24.75	297.00
12	16.9-28				21.15	253.80		23.88	286.56	16.30	195.60
12	750-16				5.00	60.00		5.99	71.88	6.29	75.48
8	16.9-34				22.10	176.80		27.07	216.56	27.63	221.04
8	18.4-30				23.85	190.80		24.35	194.80	24.75	198.00
20	8.25-20				8.76	175.20		9.25	185.00	10.95	219.00
4	600-16				5.67	22.68		5.10	20.40	6.29	25.16
10	16.9R30				29.50	295.00		26.25	262.50	25.00	250.00
22	1300/1400R24				30.07	661.54		23.96	527.12	29.39	646.58
10	16.9R28				21.15	211.50		19.75	197.50	20.98	209.80
10	750R16				6.25	62.50		7.50	75.00	6.00	60.00
8	16.9R34				25.35	202.80		27.28	218.24	25.00	200.00
8	18.4R30				31.79	254.32		27.28	218.24	25.98	207.84
20	8.25R20				10.80	216.00		11.20	224.00	11.04	220.80
	6300R16				no bid			29.28	117.12	no bid	
4	1000-16				9.39	37.56		10.46	41.84	8.67	34.68
TOTAL FOR GROUP E:					\$ 4,501.06			\$ 4,369.60		\$ 4,474.42	
										withdrew bid	

Attended Bid Opening: Marianne Dillard, Jenny Peay, Lee Davis, Ronnie Smith - Oconee County

OCONEE COUNTY COUNCIL

RESOLUTION 97-13

WHEREAS, Ms. Jean Ward was employed with Oconee County September 5, 1967; and

WHEREAS, Ms. Ward has served faithfully, loyally and conscientiously in the Oconee County Voter Registration Office since that time; and

WHEREAS, in recognition of Ms. Ward's retirement, effective, September 5, 1997, the present members of the Oconee County Council, for themselves and the citizens of Oconee County, desire to express to Ms. Ward their heartfelt thanks and appreciation for the years of service she has given the county and the citizens thereof.

NOW THEREFORE, BE IT RESOLVED, in Council duly assembled this date, the Official Records and Minutes of the Oconee County Council contain the following:

"OCONEE COUNTY COUNCIL RECOGNIZES THE MANY YEARS OF SERVICE GIVEN BY MS. WARD AS AN EMPLOYEE OF OCONEE COUNTY FOR THE PAST THIRTY YEARS. MOREOVER, AS A RESULT OF SUCH UNSELFISH DEVOTION TO HER DUTIES, OCONEE COUNTY WILL, FOR MANY YEARS, BE A BETTER PLACE IN WHICH TO WORK AND LIVE, AND THE CITIZENS OF THE COUNTY HAVE AND WILL IN THE FUTURE RECEIVE UNTOLD BENEFITS AS A RESULT AND BE REASON OF HER ALTRUISTIC SERVICE".

AND IT IS SO RESOLVED AND ADOPTED, on first and final reading, in Council duly assembled, this second day of September, 1997.

Harrison E. Orr
Supervisor-Chairman
Oconee County Council

Attest:

Opal O. Green
Council Clerk